

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

Freedom Mortgage Corporation	CIVIL ACTION NO:
Plaintiff	COMPLAINT
vs.	RE: VACANT PROPERTY 101 Middle Road, Woolwich, ME 04579
Susan Weaver Ellis, Guardian of Judith W. Moore	Mortgage: August 26, 2016 Book 2016R, Page 06371
Defendant	

NOW COMES the Plaintiff, Freedom Mortgage Corporation, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendant, Susan Weaver Ellis, Guardian of Judith W. Moore, as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant 28 U.S.C. § 1332(a)(1) (Diversity) because the Plaintiff and Defendant are citizens of different states and the matter in controversy exceeds the sum or value of seventy-five thousand and 00/100 (\$75,000.00) dollars, exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.
2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the object of this litigation is a Note executed under seal currently owned and held by Freedom Mortgage Corporation, in which the Defendant, Judith W. Moore, is the obligor and the total amount owed under the terms of the Note is One Hundred Fifty-Four Thousand Three

Hundred Sixty-Five and 38/100 (\$154,365.38) Dollars, plus attorney fees and costs associated with the instant action; thus, the amount in controversy exceeds the jurisdictional threshold of seventy-five thousand (\$75,000.00) dollars.

3. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

4. Freedom Mortgage Corporation is a corporation with its principal place of business located at 10500 Kincaid Drive, Fishers, IN 46037.
5. The Defendant, Susan Weaver Ellis, Guardian of Judith W. Moore, is a resident of Quakertown, County of Bucks and State of Pennsylvania.

FACTS

6. On June 25, 1999, by virtue of a Warranty Deed from Paul E. Moore, which is recorded in the Sagadahoc County Registry of Deeds in **Book 1698, Page 316**, the property situated at 101 Middle Road, City/Town of Woolwich, County of Sagadahoc, and State of Maine, was conveyed to Paul E. Moore and Judith W. Moore, being more particularly described by the attached legal description. *See* Exhibit A (a true and correct copy of the legal description is attached hereto and incorporated herein).
7. Upon information and belief, Paul E. Moore died on May 5, 2008.
8. On August 26, 2016, Defendant, Judith W. Moore, executed and delivered to Freedom Mortgage Corporation a certain Note under seal in the amount of \$159,231.00. *See* Exhibit B (a true and correct copy of the Note is attached hereto and incorporated herein).

9. To secure said Note, on August 26, 2016, Defendant, Judith W. Moore executed a Mortgage Deed in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Freedom Mortgage Corporation, securing the property located at 101 Middle Road, Woolwich, ME 04579 which Mortgage Deed is recorded in the Sagadahoc County Registry of Deeds in **Book 2016R, Page 06371**. *See* Exhibit C (a true and correct copy of the Mortgage is attached hereto and incorporated herein).
10. The Mortgage was then assigned to Freedom Mortgage Corporation by virtue of an Assignment of Mortgage dated January 15, 2021 and recorded in the Sagadahoc County Registry of Deeds in **Book 2021R, Page 00448**. *See* Exhibit D (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
11. On January 8, 2021, Judith W. Moore, was sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certificate of Mailing (herein after referred to as the "Demand Letter").
See Exhibit E (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).
12. The Demand Letter informed Judith W. Moore, of the payment due date, the total amount necessary to cure the default, and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See* Exhibit E.
13. Judith W. Moore, failed to cure the default prior to the expiration of the Demand Letter.
14. On March 31, 2021, The Court of Common Pleas of Bucks County, Pennsylvania Orphan's Court Division, appointed Susan Weaver Ellis a Guardian of Judith W. Moore. *See* Exhibit F.
15. Susan Weaver Ellis, Guardian of Judith W. Moore, nor Judith W. Moore, are not personally liable and accordingly, this action does not seek any personal liability on the part of the Defendant, but only seeks *in rem* judgment against the property,

16. The Plaintiff, Freedom Mortgage Corporation, is the present holder of the Note pursuant to endorsement by the previous holder (if applicable), payment of value and physical possession of the Note in conformity with 11 M.R.S. § 3-1201, et seq., and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).
17. The Plaintiff, Freedom Mortgage Corporation, is the lawful holder and owner of the Note and Mortgage.
18. The Plaintiff, Freedom Mortgage Corporation, hereby certifies that all steps mandated by law to provide notice to the mortgagor pursuant to 14 M.R.S.A. § 6111 and/or Note and Mortgage were strictly performed.
19. The total debt owed under the Note and Mortgage as of June 1, 2021 is One Hundred Fifty-Four Thousand Three Hundred Sixty-Five and 38/100 (\$154,365.38) Dollars, which includes:

Description	Amount
Principal Balance	\$146,063.03
Interest	\$3,955.90
Escrow/Impound Required	\$2,285.19
Late Fees	\$166.26
Additional Items Due	\$1,895.00
Grand Total	\$154,365.38

20. Upon information and belief, Judith W. Moore, is not presently in possession of the subject property originally secured by the Mortgage.

COUNT I – FORECLOSURE AND SALE

21. The Plaintiff, Freedom Mortgage Corporation, repeats and re-alleges paragraphs 1 through 20 as if fully set forth herein.

22. This is an action for foreclosure and sale respecting a real estate related Mortgage and title located at 101 Middle Road, Woolwich, County of Sagadahoc, and State of Maine. *See* Exhibit A.

23. The Plaintiff, Freedom Mortgage Corporation, is the holder of the Note referenced in Paragraph 8 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Note in conformity with Title 11, section 3-1201, et seq. of the Maine Revised Statutes and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, Freedom Mortgage Corporation, has the right to foreclosure and sale upon the subject property.

24. The Plaintiff, Freedom Mortgage Corporation, is the current owner and investor of the aforesaid Mortgage and Note.

25. Judith W. Moore, is presently in default on said Mortgage and Note, having failed to make the monthly payment due September 1, 2020, and all subsequent payments, and, therefore, has breached the condition of the aforesaid Mortgage and Note.

26. The total debt owed under the Note and Mortgage as of June 1, 2021 is One Hundred Fifty-Four Thousand Three Hundred Sixty-Five and 38/100 (\$154,365.38) Dollars, which includes:

Description	Amount
Principal Balance	\$146,063.03
Interest	\$3,955.90
Escrow/Impound Required	\$2,285.19
Late Fees	\$166.26
Additional Items Due	\$1,895.00
Grand Total	\$154,365.38

27. The record established through the Sagadahoc County Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
28. By virtue of Judith W. Moore's breach of condition, the Plaintiff hereby demands a foreclosure and sale on said real estate.
29. Notice in conformity with 14 M.R.S.A. § 6111 and/or Note and Mortgage was sent to Judith W. Moore, on January 8, 2021, evidenced by the Certificate of Mailing. *See* Exhibit E.
30. The Defendant, Susan Weaver Ellis, Guardian of Judith W. Moore, is not in the Military as evidenced by the attached Exhibit G.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, Freedom Mortgage Corporation, prays this Honorable Court:

- a) Issue a judgment of foreclosure and sale in conformity with Title 14 § 6322;
- b) Grant possession to the Plaintiff, Freedom Mortgage Corporation, upon the expiration of the period of redemption;
- c) Find that the Defendant, Susan Weaver Ellis, Guardian of Judith W. Moore, nor Judith W. Moore are not personally liable and accordingly, this action does not seek any personal liability on the part of the Defendant, nor Judith W. Moore, but only seeks *in rem* judgment against the property, is in breach of the Note by failing to make payment due as of September 1, 2020, and all subsequent payments;
- d) Impose the applicable time periods for redemption, etc. as reflected in 14 M.R.S.A. §6322
- e) Find that while the Defendant, Susan Weaver Ellis, Guardian of Judith W. Moore, has no personal liability in this matter, nor does Judith W. Moore a Judgment of Foreclosure and Sale in this matter can be imposed *in rem* against the property commonly known as and numbered as 101 Middle Road, Woolwich, ME 04579; and

f) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,
Freedom Mortgage Corporation,
By its attorneys,

Dated: May 13, 2021

/s/ John A. Doonan, Esq.

/s/ Reneau J. Longoria, Esq.

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